

1. **Date:**
2. **Nature of document:** Deed of Sale.
3. **Parties:**

**3.1 Owners:** (1) **Fedrick Merchants Private Limited** (PAN:AAACF 6870G), (2) **SRP Construction Private Limited** (PAN:AAGCS 5319F), (3) **Paulmech Infrastructure Private Limited** (formerly known as Paul Rubber Industries Pvt. Ltd.) (PAN:AABCP9053A), (4) **Esmond Merchants Private Limited** (PAN:AABCE1102D), all companies (Sl. No. 1 to 4) incorporated under the Companies Act 1956, all having their Registered Office at KB-21, Sector-III, Salt Lake City, P.O. Bidhannagar Sai Complex, P.S. South Bidhannagar, Kolkata-700098, (5) **D C Paul Group Construction Private Limited** (PAN: AACCP2397L) (6) **Adhira Commercial Private Limited** (PAN: AAECA 1933H), both companies incorporated under the Companies Act 1956, having their Registered Office at AC-17, Sector-I, Salt Lake City, P.O: Bidhannagar CC Market, P.S: North Bidhannagar, Kolkata 700064, (7) **Gangol Marketing Private Limited** (PAN: AABCG9265D), (8) **Angarika Commercial Private Limited** (PAN: AAECA1322L), (9) **Champak Commodities Private Limited** (PAN: AACCC1516E), (10) **Chatura Commodities Private Limited** (PAN: AACCC0038R), (11) **Ekanta Merchants Private Limited** (PAN: AABCE1914D), (12) **Clara Commodities Private Limited** (PAN: AACCC3093J), (13) **Gangika Commodities Private Limited** (PAN:AABCG7971Q), (14) **Gandhari Merchants Private Limited** (PAN:AABCG9264C), (15) **Caroline Commodities Private Limited** (PAN: AACCC1275C), (16) **Chandika Commodities Private Limited** (PAN: AACCC 0916C), (17) **Desmond Commercial Private Limited** (PAN: AABCD7876K), (18) **Arpita Commodities Private Limited** (PAN: AAECA2608K), (19) **Atreyi Commodities Private Limited** (PAN: AAECA2606H), (20) **Charming Commodities Private Limited** (PAN:AACCC1518L), (21) **Binodini Commodities Private Limited** (PAN: AACCB1300P), (22) **Annabela Commodities Private Limited** (PAN: AAECA1959M), (23) **Dristi Commercial Private Limited** (PAN:AABCD6713D), (24) **Joel Commodities Private Limited** (PAN:AABCI1891L), (25) **Jaswant Merchants Private Limited** (PAN:AABCI1895Q), (26) **Ishita Merchants Private Limited** (PAN: AABCI0373E), (27) **Ichha Merchants Private Limited** (PAN:AABCI0379Q), (28) **Jagriti Commercial Private Limited** (PAN:AABCI1894R), (29) **Godwin Commercial**

**Private Limited** (PAN:AABCG7965N), **(30) Giriraj Commodities Private Limited** (PAN:AABCG7938F), **(31) Girik Merchants Private Limited** (PAN: AABCG7973N), **(32) Rebena Commercial Private Limited** (PAN:AACCR2996M), **(33) Rituraj Trading Private Limited** (PAN: AACCR2997L], **(34) Ishwar Merchants Private Limited** (PAN:AABCI0457R], **(35) Jalpesh Merchants Private Limited** (PAN:AABCJ1911D), **(36) Sadguna Agency Private Limited** (PAN: AAGCS8649N), **(37) Jaisukh Merchants Private Limited** (PAN:AABCJ1890M), **(38) Samudra Merchants Private Limited** (PAN:AAGCS8670K), **(39) Jaiwant Marketing Private Limited** (PAN:AABCJ1910C), **(40) Jhilmil Merchants Private Limited** (PAN: AABCJ1898D) and **(41) Agrim Commodities Private Limited** (PAN:AAECA2604F), all companies (Sl. No. 7 to 41) incorporated under the Companies Act 1956, having their Registered Office at 4, Middleton Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata – 700 071, all companies (Sl. No. 1 to 41) represented by their Constituted Attorney Merlin Projects Ltd. (PAN: AACCM0505B), a company incorporated under the Companies Act 1956 having its Registered Office at 22, Prince Anwar Shah Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata – 700 033, through its Authorised Signatory \_\_\_\_\_ (PAN: \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_, working for gain at 22, Prince Anwar Shah Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata – 700 033, of the **FIRST PART**;

**AND**

**3.2 Promoter: MERLIN PROJECTS LIMITED,** (CIN:U70109WB1984PLC 038040) (PAN: AACCM0505B), a company incorporated under the Companies Act, 1956, having its Registered Office at 22, Prince Anwar Shah Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata – 700 033, represented by its Authorized Signatory Authorized Signatory Mr. \_\_\_\_\_ (PAN: \_\_\_\_\_), son of \_\_\_\_\_, by occupation Service, faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata – 700 033, of the **SECOND PART**;

**3.3 Allottee/Purchaser: Mr.** \_\_\_\_\_ (PAN: \_\_\_\_\_) son of Mr. \_\_\_\_\_, by occupation Service, faith Hindu, Citizen of India, residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P. S. \_\_\_\_\_, Kolkata – 700 0\_\_\_\_, of the **THIRD PART**.

3.4 The terms Owners, Promoter and Allottee shall include their respective successors-in-interest and all persons claiming under or through them.

3.5 The terms Owners and the Promoter shall mean the Transferor.

#### **4. Background:**

4.1 The Owners herein are the joint owners and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring 200 (Two Hundred) Cottah, more or less, being Municipal Premises No. 880, Anandapur, Kolkata-700107, Police Station Anandapur (formerly Tiljala), within the jurisdiction of Ward No.108 and Borough No. XII, of the Kolkata Municipal Corporation, District South 24 Parganas, morefully mentioned in the Schedule-A, hereinafter referred to as the 'Said Premises' and the Ownership details of the 'Said Premises' more fully and particularly mentioned in **Schedule-B** appearing in this deed.

4.2 The Party of the Second Part herein is a Promoter engaged in the development of real estate, properties in Kolkata.

4.3 The Owners have entered into a Joint Development Agreements with the Promoter and granted Power of Attorneys for development of the said Premises. The details of the Development Agreements, Power of Attorneys are morefully mentioned in **Schedule-B1**.

4.4 The plan for development of the Housing Complex has been sanctioned by Kolkata Municipal Corporation and the same being revised subsequently based on the said sanctioned Plan and revised sanction plan the Promoter has completed construction of the Residential Complex '*Merlin Niyasa*'. Kolkata Municipal Corporation (KMC) has granted Completion Certificate for the project and the details of the said sanctioned plan, revised sanction plan and CC are mentioned in Schedule-B2. The particulars of the Residential Complex '*Merlin Niyasa*' more fully mentioned in **Schedule-C**.

4.5 By a Sale Agreement morefully mentioned in **Schedule-D** the Promoter along with the Owners have sold one Residential Apartment at '*Merlin Nyasa*' more fully described in the **Schedule-D1**, written hereunder, to the Allottee herein, and by executing and registering this deed of sale the Owners and Promoter are conveying/transferring the "Said Unit" in favour of the Allottee.

- 4.6 Car parking space – For better understanding, management and discipline amongst the apartment owners/occupiers of the ‘Residential Complex’, the Promoter has earmarked and allotted the car parking space, to those allottees who have applied for same. The details of the same if allotted are more fully described in the **Schedule-D1**, against apartment purchased by the Allottee to facilitate the parking of medium size road worthy passenger car therein.

## **5. Interpretations:**

- 5.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, then the portion of the whole amount payable by the Allottee shall be in proportion to the area of the Allottee’s respective Apartment, which will also include proportionate area of the total common area.
- 5.2 Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under.
- 5.3 Masculine gender shall include feminine and neuter genders and vice versa.
- 5.4 The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.
- 5.5 Any reference to a clause or a Schedule means a Clause or Schedule of this deed.
6. **Subject Matter of Sale:** more fully described in **Schedule-D1**.

## **7. Now this Indenture witnesses:**

### **7.1 Transfer:**

- 7.1.1 In consideration of payment for a total amount, more fully described in **Schedule-E**, and in the Memo of Consideration annexed hereto, paid by the Allottee to the Promoter herein and in further consideration of Allottee fulfilling all obligations under these presents, the Owners and the Promoter (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee ALL THAT an Apartment with facility to park medium size road worthy passenger car/s in the allotted car parking

space, hereinafter referred to as the **Said Unit** and forming part and parcel thereof, more fully described in the **Schedule-D1**, together with proportionate variable, undivided, indivisible share of land underneath the building and attributable to the said Apartment / Unit, and the Transferors doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Unit **TO HAVE AND TO HOLD** the said Unit, unto the Allottee herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Unit, belonging to and held by the Allottee for residential purpose only and upon/after execution of this deed, subject however, to the rights reserved by the Transferors, the Allottee shall have every right to sell, gift, lease and transfer the same.

7.1.2 Right to use the common area of the said 'Residential Complex' more fully described in **Schedule-F** (Share of Common area), are all comprised in and/or being part or portions of the said Premises and/or the said 'Residential Complex' including the common facilities and amenities provided thereat.

7.1.3 The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in **Schedule-G** and further subject to conditions more fully described in **Schedule-H**, which shall be covenants running with the said Unit.

## 7.2. **Covenants of the Allottee:**

7.2.1 The Allottee subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the **Schedule-H**, appearing hereinafter, shall peacefully own, hold and enjoy the said Unit.

7.2.3 The Allottee has been and is aware, that certain changes, modification and/or alteration in plans and change in agreed specification, during the course of construction were made by the Promoter on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure, at the time of booking and the Allottee hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.

7.2.4 Upon execution of this deed of sale, the Allottee, subject to the warranty mentioned in clause 7.3.3, hereafter, shall not raise any claim of whatsoever nature, against the Owners and the Promoter.

### 7.3 Covenants and Rights of Transferors:

- 7.3.1 The Transferors confirm that the title to the Premises is marketable and free from all encumbrances and the Transferors jointly have good right, full power and absolute authority to sell, transfer and convey the said Apartment, as mentioned in **Schedule-D1**.
- 7.3.2 That at the costs and requests of Allottee, the Transferors shall do all such acts and execute all documents as may be required for more perfectly assuring the said Unit unto and/or in favour of the Allottee and shall also, for verification produce and / or provide all original title documents/papers, unless prevented by fire or irresistible force.
- 7.3.3 The Promoter shall rectify all reasonable construction related defects in the Unit, if any, brought to the notice of the Promoter, at its own cost and effort, within a period of five calendar years from the date of Completion Certificate, issued by the KMC.

It is clarified that the above said responsibility of the Transferors shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Allottee or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20<sup>0</sup> Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. Marble/stones being a natural product normally

has some small cracks which are filled up and do have some variation of colour shades as well as pattern. The Allottee has understood the same and has agreed, not to raise any objection in future due to such variation or crack filled-up. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said Residential Complex, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

- 7.3.4 The Promoter shall be entitled to allot, transfer, enjoy and/or utilize all open/covered car parking spaces, save and except those allotted to the Allottee, and/or any other constructed area which is not earmarked/reserved for the common use of owners/occupants of the said 'Residential Complex', at such consideration or in such manner as thought deemed fit and proper.
- 7.3.5 The Promoter reserve its right for development in future adjoining/ neighbouring premises and extend the common services and facilities provided herein, including ingress and egress from the main road through and from the said Residential Complex.
- 7.3.6 The Owners and the Promoter shall transfer the common areas of the project to the Association of the Alottees when the same being formed and registered. The Allottee shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Promoter, and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative.

## **8. Possession:**

Simultaneously upon execution of this deed of sale, the Promoter has handed over possession of the said Apartment along with the allotted car parking space, to the Allottee, which the Allottee hereby admits and acknowledges, to have received and the Allottee/s is/are fully satisfied and further declare and confirm that he/she/they have no claims whatsoever, with regards to quality of construction, measurement, completion time or otherwise for the said Apartment against the Transferor.

**SCHEDULE - A**  
**(Said Premises)**

**ALL THAT** the piece and parcel of land measuring about measuring about 200 (Two Hundred) Cottah more or less, equivalent to 3.30 Acres being known Municipal Premises No. 880, Anandapur, Kolkata-700107, Police Station Anandapur, formerly Tiljala, within the Jurisdiction of Ward No.108 of the Kolkata Municipal Corporation under Assessee No. 311080143295, being butted and bounded as follows:

On the North	:	Pump House Office of KMDA;
On the South	:	Plot No. 35, 36 & 37;
On the West	:	44' wide Road;
ON the East	:	24' wide Road.

**Schedule-B**  
**(Details of Ownership)**

**WHEREAS:**

- A. One Ashutosh Mandal, since deceased, was the recorded Owner of All That the piece and parcel of Shali Land measuring 200 Cottah more or less, equivalent to 3.30 Acres, comprised in R.S. Dag No. 174, R.S. Khatian No. 223/1, Mouza Madurdaha, J.L. No. 12, Police Station Anandapur, District South 24 Parganas, being Municipal Premises No. 880, Anandapur, Kolkata – 700122, within the Jurisdiction of Ward No. 108 of Kolkata Municipal Corporation.
- B. The said Ashutosh Mondal died intestate on 23<sup>rd</sup>September, 1995, leaving behind him surviving his wife Smt. Puspa Rani Mandal, 3 (three) sons Sri Kanai Chandra Mandal, Sri Ashim Kumar Mandal, Sri Nemai Chandra Mandal, 2 (two) daughters, Smt. Shyamali Naskar and Smt. Manjushri Kayal, as his only surviving legal heirs and heiresses (collectively Legal Heirs of Late Ashutosh Mondal), who inherited the entirety of the above mentioned Property.
- C. the said legal heirs of Late Ashutosh Mandal, by virtue of 41 (Forty One) separate Deeds of Conveyances all Registered at the office of the Additional District Sub-Registrar Sealdah, District South 24 Parganas, sold transferred and conveyed 1/41<sup>th</sup> share each of the above mentioned unto and in favour of the Owners herein. The details of Deed No. etc. are morefully mentioned herein below:



Sl No.	Name of the Purchaser/ Owner	Deed No./Year	Land Area in Decimals
1	Fedrick Merchants Private Limited	824/2005	8.05
2	S.R.P Constructions Private Limited	846/2005	8.05
3	D C Paul Group Construction Private Limited	1567/2004	8.05
4	Paul Rubber Industries Private Limited	1568/2004	8.05
5	Esmond Merchants Private Limited	822/2005	8.05
6	Adhira Commercial Private Limited	811/2005	8.05
7	Gangol Marketing Private Limited	829/2005	8.05
8	Angarika Commercial Private Limited	842/2005	8.05
9	Champak Commodities Private Limited	834/2005	8.05
10	Chatura Commodities Private Limited	823/2005	8.05
11	Ekanta Merchants Private Limited	833/2005	8.05
12	Clara Commodities Private Limited	843/2005	8.05
13	Gangika Commodities Private Limited	849/2005	8.05
14	Gandhari Merchants Private Limited	845/2005	8.05
15	Caroline Commodities Private Limited	844/2005	8.05
16	Chandika Commodities Private Limited	840/2005	8.05
17	Desmond Commercial Private Limited	837/2005	8.05
18	Arpita Commodities Private Limited	838/2005	8.05
19	Atreyi Commodities Private Limited	835/2005	8.05
20	Charming Commodities Private Limited	836/2005	8.05
21	Binodini Commodities Private Limited	832/2005	8.05
22	Annabela Commodities Private Limited	831/2005	8.05
23	Drishti Commercial Private Limited	814/2005	8.05
24	Joel Commodities Private Limited	821/2005	8.05
25	Jaswant Merchants Private Limited	824/2005	8.05
26	Ishita Merchants Private Limited	809/2005	8.05
27	Ichha Merchants Private Limited	810/2005	8.05
28	Jagriti Commercial Private Limited	812/2005	8.05
29	Godwin Commercial Private Limited	813/2005	8.05
30	Giriraj Commodities Private Limited	826/2005	8.05
31	Girik Merchants Private Limited	825/2005	8.05
32	Rabena Commercial Private Limited	830/2005	8.05
33	Rituraj Trading Private Limited	850/2005	8.05
34	Ishwar Merchants Private Limited	847/2005	8.05
35	Jalpesh Merchants Private Limited	841/2005	8.05
36	Sadguna Agency Private Limited	848/2005	8.05
37	Jaisukh Merchants Private Limited	827/2005	8.05
38	Samudra Merchants Private Limited	815/2005	8.05
39	Jaiwant Marketing Private Limited	816/2005	8.05

40	Jhilmil Merchants Private Limited	820/2005	8.05
41	Agrim Commodities Private Limited	839/2005	8.05

D. Thereafter due to inadvertence the RS Khatian No. in respect of the above mentioned Property was wrongly mentioned as 223 instead of 223/1 in the above mentioned Deeds of Conveyances. The erstwhile Owners by virtue of 41 separate Deed of Rectification rectified the said mistake.

By virtue of the aforesaid purchase the Owners herein became the absolute joint Owners of the above mentioned Property and got their names mutated in the records of the BL & LRO and The Kolkata Municipal Corporation under Assessee No. 311080143295 and also got conversion of the 'Said Property' from Shali to Bahutal Abasan from the ADM & DL & LRO, South 24 Parganas.

### **SCHEDULE-B1** **(Development Agreements and Power of Attorneys)**

The Owners and the Promoter have entered into a Development Agreement in respect of the 'Said Premises', registered at the office of the DSR-III, South 24 Parganas as document No. 160304429 for the year 2021. The Owners have granted Power of Attorney in favour of the Promoter also registered at the office of the DSR-III, South 24 Parganas, as document No. 160304848 for the year 2021.

### **SCHEDULE-B2** **(Building Plan, Revised Sanction Plan and Completion Certificate)**

The Kolkata Municipal Corporation (KMC) has initially sanctioned a plan for construction of Residential Housing Complex, at the Said Premises, from the Kolkata Municipal Corporation vide Building Permit being No. 2024120261 dated 30.09.2024. Subsequently KMC has revised the said sanction plan vide Building Permit No. \_\_\_\_\_ dated \_\_\_\_\_. The Promoter on the basis of above mentioned sanction plan and revised sanctioned plan, has completed construction of the Residential Housing Complex '*Merlin Niyasa*' and KMC has granted completion certificate bearing No..... dated \_\_\_\_\_.

### **SCHEDULE-C** **(Residential Complex)**

All that the newly constructed Residential Housing Complex '*Merlin Niyasa*', comprising of 2 (two) Towers/Blocks consist of Ground + 28 Upper Floors, having self-contained residential apartments, car parking spaces and other constructed areas at the Said Premises.

**SCHEDULE-D**  
**(Sale Agreement)**

The Owners and the Promoter have entered into a Sale Agreement on \_\_\_\_\_ with the Allottee herein for sale/allotment of a Residential Apartment more fully described in the **Schedule-D1**.

**SCHEDULE-D1**  
**(Subject Matter of Sale)**  
**The Said Unit**

ALL THAT the Apartment being No. ....., on the ..... floor, Tower/Block....., total measuring \_\_\_\_sq. ft. carpet area (excluding balcony, open terrace) (more or less) and corresponding Built-up area of the said Apartment measuring \_\_\_\_ sq. ft. (more or less), with facility to park \_\_\_\_ medium size road worthy passenger car in the \_\_\_\_\_ car parking space, together with undivided proportionate share of the land, underneath the tower/building together with right to use the amenities, facilities and common area, more fully mentioned in **Schedule-F**, of the said project '*Merlin Niyasa*' at Premises No. 880, Anandapur, Kolkata-700107, Police Station Anandapur, formerly Tiljala.

**SCHEDULE-E**  
**(Consideration)**

Price for the said Unit as described  
in **Schedule-D1**, above

Rs. xxxxxxxxxx

**Total:**

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**Rs. xxxxxxxxxx**  
=====

(Rupees ..... ) only.

**SCHEDULE - F**  
**(Common Areas for Apartment Owners)**

1. Driveway
2. Security Room
3. Entrance lobby
4. Staircases and such other commons areas earmarked for Common use
5. Electrical Meter room
6. Overhead Water Tank
7. Underground Water Reservoir
8. Staircase Overhead
9. Lifts

10. Electrical installations
11. DG Generator sets and control panels for optimum Power Backup for common area as well as power back up in flats.
12. Intercom
13. Water Treatment Plant
14. Distribution pipes all around the project
15. Drainage & sewage lines
16. Surveillance facility with CCTV on ground floor common areas
17. Evacuation points and refuge platforms for resident's safety
18. Sufficient project illumination through compound and street lighting inside the project
19. Energy efficient LED lightning in common areas
20. Multipurpose Hall
21. Swimming Pool
22. Ultimate roof
23. Amphitheatre
24. Kids' Pool
25. Artwork sitting Garden
26. Sunken terrace
27. Gymnasium
28. Said Premises

#### **Schedule G (Easement & Restrictions)**

All Apartment owners/occupants of the said 'Residential Complex' including the Owners and Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Apartments over the common portion.
2. The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
3. The right of support, shelter and protection of each portion of the 'Residential Complex' by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Apartment or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other, subject however to the conditions more fully described in all five parts of **Schedule - H**.

5. None of the Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.
6. The Allottees/occupiers of the said Apartment shall not install any box grill for the windows, nor shall change the design of the balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

**SCHEDULE-H**  
**(Allottee's Covenants)**  
**Part I**  
**(Specific Covenants)**

1. **The Allottee shall not:**
  - 1.1 Make any civil and structural internal addition, alteration and/or modification in or about the Unit.
  - 1.2 Claim any right of pre-emption or otherwise regarding in respect of any Apartments and/or any portion of the 'Residential Complex' and/or the said Premises.
  - 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the said Premises and/or Building, save & except the said Unit and in the area of common enjoyment as mentioned hereinbefore in **Schedule – F**.
  - 1.4 Make any claim due to certain changes in the overall plans, construction and specifications of the 'Residential Complex'.
  - 1.5 Injure harm or damage the common areas/portions or any other apartment by making any additions, alternations or withdrawing any support or otherwise.
  - 1.6 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portion, save at the places earmarked therefor by the Association / Body to be formed by the Apartment owners.
  - 1.7 Place or cause to be placed any article or object in the common area/portion.
  - 1.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the said

‘Residential Complex’ and/or the adjoining buildings.

- 1.9 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.
- 1.10 Use the parking space, if allotted any, for any other purpose, other than for parking of road worthy cars and/or shall not make any kind of addition / alternation for the same.
- 1.11 Let out or part with possession of the allotted Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- 1.12 Slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said project.
- 1.13 Park car/two wheeler or any car on the pathway or open spaces of the said ‘Residential Complex’ / Premises, or at any other space, save & except in the demarcated allotted space, in writing for the same, and shall further not allow any of their guests/visitors to park their cars within the said building/premises.
- 1.14 Put up or affix any signboard, nameplate or other things or other similar articles in the Common Portions or outside walls of the building save at the places provided therefor, however, this shall not prevent the Allottee from displaying a small and decent name – plate outside the main door of the Apartment.
- 1.15 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Apartment or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/ occupiers.
- 1.16 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the ‘Residential Complex’ or other parts of the said Premises and/or premises.
- 1.17 Install any air-conditioner, except in the designated places provided for installation of air-conditioners.
- 1.18 Affix or change the design or the place of the grills, railings, the

windows or the main door of the Apartment.

- 1.19 Alter any portion, elevation or the color scheme of the 'Residential Complex', the said Premises and/ or the Common Areas/Portions.
- 1.20 Question the quantum of any amount levied upon the Allottee on any account herein contained by the Promoter or the Maintenance Company / Association / Body mentioned in Part - II of this Schedule.
- 1.21 Object and/or raise any objection or claim of whatsoever nature if in future the Promoter, develop any adjoining/neighboring premises having common access from the main road and shall not object for removing the common boundary wall between such premises for an integrated development of the same thereby enabling the owners and occupiers of all such premises, to have common egress and ingress and use the common driveways and/or common facilities available to such premises jointly and for this purpose to share equally on a pro-rata basis the common expenses towards maintenance and upkeep of development (other than the 'Residential Complex' constructed therein) and accordingly the proposed building to be developed on such adjoining/neighbouring premises shall be treated as part of the total development.
- 1.22 Restrict any of the other owners/occupiers of the said 'Residential Complex' or Premises for the full and unrestricted enjoyment of the Easements described in **Schedule-G**.

2. **The Allottee shall:**

- 2.1 Co-operate in the management and maintenance of the Residential Complex'.
- 2.2 Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- 2.3 Use the said Apartment/unit for residential purpose only.
- 2.4 Co-operate for the ingress and egress of car of the other Apartment owner of such facility or any other Co-owners in the Project, in case the Allottee is provided with facility of parking which is inter-dependent with any other parking facility.

- 2.5 Strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.
- 2.6 Use the Community Hall for small functions of their families or for the meeting of Apartment owners or for the use of any function / meeting by all the Apartment owners of the Residential Complex. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings / religious festivals, or any ceremonial rite that require lighting up of a fire / spraying of color / sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered / enclosed area of '*Merlin Niyasa*' for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.
- 2.7 Pay the proportionate cost for Common Expenses as mentioned in Part-IV of this Schedule, and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Unit, the 'Residential Complex' and the said Premises within 7 (seven) days of being called upon to do so.
- 2.8 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
- 2.9 Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.
- 2.10 Use the said Apartment, common areas/portions carefully, peacefully, quietly and shall use the common areas / passages etc



for ingress, egress and for the purpose of which it is meant.

- 2.11 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment owners of the 'Residential Complex', for common purposes and/or in the common interest and/or to pursuance thereof.
- 2.12 Pay fully, in case it is related to the said Apartment/Unit for any alteration and addition, as be required inside the said Apartment/Unit, and shall pay proportionately in case it is related to building and/or said premises or any part thereof, which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Apartment / Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.
- 2.13 Pay, wholly in respect of the said Apartment/Unit and proportionately in respect of the Buildings, all costs, charges and expenses as may arise due to any reason whatsoever, provided that the Allottee shall have right to claim reimbursement, if the same be occasioned due to default by any other person.
- 2.14 Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Transferors and/or those that by the Association upon its formation.

## **Part-II** **(Maintenance of the Residential Complex)**

1. The Promoter has constructed a 'Residential Complex' called '*Merlin Niyasa*' as more fully mentioned in **Schedule-C**.
2. Upon formation of the Association or Body of the allottees/owners of the '*Merlin Niyasa*', all rights and obligations with regard to the Maintenance and Management of '*Merlin Niyasa*' shall be transferred by the Promoter to such Association/Body. Thereafter the said Association shall be responsible for Maintenance and Management of '*Merlin Niyasa*' and comply with all statutory compliances and/or renewal of all applicable Licenses, NOCs etc. including but not limited to the certifications/ approvals from West Bengal Fire & Emergency Services, Directorate of Electricity, Pollution Control Board, Environment Dept., Municipal Authority etc. and the Promoter shall not be held responsible for non-compliance, if any on part of the said Association in this regard. The said Association shall further be

responsible to extend all necessary co-operations to the Promoter in the matter of change of name in respect of all NOCS, Permissions, and Licenses etc. of the project in the name of the said Association from the Name of the Promoter..

3. The Allottee shall become a member of the Association/Body to be formed by the Apartment Owners of the said building at the behest of the Transferors for the maintenance and management of the Common Portions more fully described in **Schedule-F**.
4. The Transferors shall assist the Allottee in all respects in formation of the Association/Body.
5. The Allottee shall co-operate the Promoter in all respects for formation of the Association/Body, and for that the Allottee shall authorize the Promoter by giving a Power of Attorney in favour of its authorized representative.
6. The Allottee shall accept the rules and regulations of the Association/Body to be formed by the Apartment owners and diligently observe, perform and comply with the same and also co-operate with the said Association/Body in all its activities.
7. The Allottee shall pay all the charges and fees to the Association/Body as may be levied upon the Allottee by the Association/Body within the dates due therefor.
8. No Allottee shall have the right to form a parallel, independent Association / Body in respect of the said premises and/or in respect of any Apartment therein other than the Association/Body to be formed by the majority of Apartment owners of the said building.

### **Part-III (Management & Maintenance)**

1. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the KMC, irrespective of the date of possession of the said Apartment/Unit, received by the Allottee. The Association/Body to be formed by the Apartment Owners shall manage/ maintain the premises, the said building and the Common Areas/Portions.
2. The Transferors shall be treated as Co-owners in all matters related to the Association/Body to be formed by the Apartment owners in the respect of the Apartments, which have not been transferred by them.

3. The management and maintenance service shall be managed by the Promoter by appointing various agencies such as security, housekeeping and gardening. Other services such as plumber and electrician shall be called from time to time as and when required for any repair and maintenance work.
4. All deposits, payments for common purposes, taxes, and all other outgoings shall be made to and kept with the Association/Body to be formed by the Apartment owners.
5. The Association/Body shall, upon its formation, be entitled to maintain the Common Areas/Portion.
6. The deposit with the Promoter, if any, towards rate taxes and all other outgoing shall be transferred to the Association/Body to be formed by the Apartment owners and such deposits shall be utilized by the Association/Body to be formed by the Apartment owners only for the purpose for which the same have been made and the costs, charges and expenses in connection therewith.
7. The Association/Body to be formed by the Apartment owners shall pay all rates, taxes and outgoings, including for insurance, (Outgoings) for the 'Residential Complex' and the said premises.
8. If Promoter or the said Association / Body has to make any payments, including outgoings, out of the deposit with them due to any default of the Allottee, then the Allottee shall pay such amount within 7 (seven) days of payment by the Promoter and/or Association/Body to be formed by the Apartment Owners.
9. The Allottee shall make all deposits or payments, call upon to pay by the said Association/Body from the Allottee, within 7 (seven) days of the due date or of receiving demand in writing for the same.

#### **Part-IV (Common Expenses)**

1. **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting the areas in the Common Portions.
2. **Staff:** The salaries and all other expenses of the persons employed by the Association/Body, including their perquisites, bonus and other emoluments and benefits.

3. **Operational:** All expenses for running and operating all machinery, equipments and installation comprised in the Common Parts, including the cost of repairing, renovating, annual maintenance contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.
4. **Insurance:** Costs of insuring the 'Residential Complex' and the Common Portions.
5. **Association/Body:** Establishment and all other expenses of the Association / Body including its formation, establishment, working capital, administrative and miscellaneous expenses.
6. **Rates, taxes and other outgoings:** All municipal and other rates, taxes and outgoings relating to the Premises which cannot be allocated to any particular Co-Owner of any of the Apartments of the 'Residential Complex'.
7. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
8. **Others:** All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.
9. **Delay/Default:** The Allottee shall regularly and punctually make payment of the Maintenance Charges, as per clause 2.1 above, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @ 2 % per month on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said Residential Complex and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
  - i) to discontinue the supply of electricity to the "Said Unit".
  - ii) to disconnect the water supply
  - iii) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
  - iv) to discontinue the facility of DG Power back-up

- v) to discontinue the usage of all amenities and facilities provided in the said Residential Complex '*Merlin Niyasa*' to the Allottee and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter / Association to realize the due amount from the Allottee.

**Part-V**  
**(Apportionment of Municipal Rates & Taxes & Other Impositions)**

1. The Allottee shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Apartments/Units and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative, failing which the Promoter shall not be made liable and/or responsible in any manner for the same.
2. Upon or after the apportionment of taxes by the KMC, the Purchaser Allottee alone is liable and responsible to pay the tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the KMC, till such time the same is done by KMC the Allottee shall pay taxes proportionately along with other Allottees.
3. Besides the amount of the impositions, the Allottee shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
4. The liability of the Allottee of payment of Municipal Tax, Impositions and Penalties in respect of the said Apartment/Unit would accrue with effect from date of Completion Certificate received for the said 'Residential Complex'.
5. The said Association/Body shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Allottee thereof from the Allottee.

**Execution and delivery:**

**IN WITNESS WHEREOF** the parties have executed these presents on the day, month and year first above written.

Executed and delivered by the  
**OWNERS** at Kolkata in the presence  
of:

Executed and delivered by the  
**PROMOTER** at Kolkata in the  
presence of:

Executed and delivered by the  
**ALLOTTEE** at Kolkata in the  
presence of:

### **Memo of Consideration**

Received the aforementioned sum of Rs...../- (Rupees  
| ..... only by cheques\_ and TDS as full consideration  
and/or price for sale of the said Apartment/Unit from the Allottee.

Witness:

(Promoter)

=====  
DATED THIS        DAY    OF        20\_\_  
=====

BETWEEN

AASHADHAN BUILDERS PVT. LTD. & ORS.  
... OWNERS

AND

MERLIN PROJECTS LTD. & ANR.  
... PROMOTER

AND

.....  
... ALLOTTEE

**DEED OF SALE**

Re: Apartment/Unit No. ..., Block.....  
`Merlin Lakescape Phase-II'